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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** M-4875-09/DRR - Engineering Services during construction of the Seminole County Regional Water Treatment Facility at Yankee Lake

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Approve an emergency procurement and award M-4875-09/DRR - Engineering Services during construction of the Seminole County Regional Water Treatment Facility at Yankee Lake to CH2M Hill, of Orlando, Florida, in the amount of \$1,451,274.00.

County-wide

Ray Hooper

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**BACKGROUND:**

M-4875-09/DRR will provide Engineer of Record (EOR) services during the construction phase of the Seminole County Regional Water Treatment Facility at Yankee Lake. The EOR's responsibilities include signing & sealing record drawings, responding to questions for clarification from the Contractor, and approving selections in validation & certification of the EOR design. CH2M Hill has performed the engineering design for the preliminary and final bid packages for the project.

This Agenda Item is being presented as an emergency procurement under Florida Statute 287.055(3)(a)1, which states that in the case of a valid public emergency certified by the agency head, the normal public announcement process can be waived. The backup documentation includes an executed copy of Seminole County's Emergency Purchase Data Sheet.

The Agreement for the construction of the project, CC-4623-09/DRR - Seminole County Regional Water Treatment Facility at Yankee Lake, is also being presented as an Agenda Item during this Board Meeting, with staff's recommendation of award to Encore Construction Company. The bids for the construction project were due on July 29, 2009, and Encore will only extend its bid price another forty-five (45) calendar days or through December 11, 2009, which is beyond the ninety (90) calendar days from Bid Opening required within the solicitation documents.

The construction project is dependent upon the availability of services provided by the EOR, and any delay in awarding the EOR Agreement would result in significant financial loss to the County. Areas that could be impacted include the bid pricing for the construction project that was obtained in a favorable market environment, and the potential for losing a cost sharing grant if there is a further delay due to a rebid of the construction project. In addition, should the County choose to enter into an Agreement for the EOR services during construction with another Engineering firm, significant costs would be incurred for recreating surveys, plans, specifications and the additional cost of reapplying for permits that have already been obtained

based on the current project design.

Negotiations were conducted with CH2M Hill, which resulted in the attached Time Basis-Not to Exceed (Limitation of Funds) Agreement in the amount of \$1,451,274.00. EOR services shall commence upon execution of the Agreement, and will be completed within one hundred and eighty (180) calendar days after the County's acceptance of Final Completion for the construction project, CC-4623-09/DRR.

Funds are available in Yankee Lake Surface Water Plant (Account #087817.560650, CIP #00181601).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve an emergency procurement and award M-4875-09/DRR - Engineering Services during construction of the Seminole County Regional Water Treatment Facility at Yankee Lake to CH2M Hill, of Orlando, Florida, in the amount of \$1,451,274.00.

**ATTACHMENTS:**

1. M-4875-09\_DRR - Award Agreement (CH2M Hill)
2. M-4875-09\_DRR - Backup Documentation (CH2M Hill)

**Additionally Reviewed By:**

■ County Attorney Review ( Ann Colby )

**ENGINEERING SERVICES AGREEMENT  
CONSTRUCTION OF SEMINOLE COUNTY REGIONAL  
WATER TREATMENT FACILITY AT YANKEE LAKE  
(M-4875-09/DRR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CH2M HILL, INC.**, duly authorized to conduct business in the State of Florida, whose address is 225 East Robinson Street, Suite 505, Orlando, Florida 32801, hereinafter called "ENGINEER", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified engineer to provide engineer of record services during construction of the Seminole County Regional Water Treatment Facility at Yankee Lake in Seminole County; and

**WHEREAS**, COUNTY has determined that the acquisition of Engineer of Record services for this Project is a certified emergency such that delay for the purpose of competitive procurement of services would result in substantial financial loss to the COUNTY; and

**WHEREAS**, ENGINEER is competent and qualified to furnish engineering services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and ENGINEER agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain ENGINEER to furnish services and perform those tasks as further described in the Scope of Services and List of Assumptions attached hereto and incorporated herein as Exhibit A.

**SECTION 2. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by ENGINEER under this Agreement shall commence upon execution of this Agreement.

**SECTION 3. TIME FOR COMPLETION.** The services to be rendered by ENGINEER shall commence upon execution of this Agreement by the parties and shall be completed no later than one hundred eighty (180) calendar days after the COUNTY's acceptance of Final Completion for the Construction Project CC-4623-09/DRR.

**SECTION 4. COMPENSATION AND PAYMENT.**

(a) COUNTY agrees to compensate ENGINEER for the professional services called for under this Agreement on a "Time Basis Method". ENGINEER shall be compensated at the rates as shown on Exhibit B, attached hereto. The total compensation paid to the ENGINEER pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of ONE MILLION FOUR HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$1,451,274.00). Any allocation of hours for assigned tasks under Exhibit B shall be at the COUNTY Project Manager's discretion.

(b) Payments shall be made to ENGINEER when requested as work progresses for services furnished, but not more than once monthly. ENGINEER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of ENGINEER's

invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay ENGINEER the approved amount.

(c) This Agreement is issued on a Time Basis Method and contains a Limitation of Funds. ENGINEER is not authorized to exceed that amount without the prior, written approval of the COUNTY Project Manager. Said approval, if given, shall indicate a new Limitation of Funds amount. ENGINEER shall advise COUNTY Project Manager whenever ENGINEER has incurred expenses that equal eighty percent (80%) of the Limitation of Funds amount.

(d) The ENGINEER shall be required to execute the Truth in Negotiations Certificate attached hereto as Exhibit C.

(e) Changes to the ENGINEER's compensation rates for 2011 and all subsequent years shall be formally requested and shall be based upon the CPI index for the South Urban Area for the previous twelve (12) month period only. The COUNTY will process any CPI based request in accordance with the COUNTY's Administrative Code.

#### **SECTION 5. REIMBURSABLE EXPENSES.**

(a) This Agreement is issued on a Time Basis Method. Reimbursable expenses may be paid to the ENGINEER in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth by the COUNTY. For the purpose of this Section "local employee" is defined as those employees that live and/or work out of an office within a fifty (50) mile radius of the job. Reimbursable expenses may include actual expenditures made by ENGINEER, his employees or his professional associates in the interest of this Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with this Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over this Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of ENGINEER.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed for local employees.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:  
\$6.00 without receipts  
\$10.00 with receipts;
2. Lunch:  
\$11.00 without receipts  
\$13.00 with receipts;
3. Dinner:  
\$19.00 without receipts  
\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY Project Manager, the cost of other expenditures made by ENGINEER in the interest of this Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

#### **SECTION 6. BILLING AND PAYMENT.**

(a) ENGINEER shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of ENGINEER;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by ENGINEER for all services performed by ENGINEER during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Environmental Services Department  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from ENGINEER and shall be made pursuant to the provisions of Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act.

#### **SECTION 7. AUDIT OF RECORDS.**

(a) COUNTY may perform, or have performed, an audit of the records of ENGINEER after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to ENGINEER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to ENGINEER may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to ENGINEER. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) ENGINEER agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at ENGINEER's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of



this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this Agreement, ENGINEER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### **SECTION 8. RESPONSIBILITY OF ENGINEER.**

(a) ENGINEER shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services furnished under this Agreement.

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and ENGINEER shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by ENGINEER's performance of any of the services furnished under this Agreement.

**SECTION 9. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until one hundred

eighty (180) calendar days after the COUNTY's acceptance of Final Completion for the Construction Project CC-4623-09/DRR.

#### **SECTION 10. TERMINATION.**

(a) COUNTY may, by thirty (30) days written notice to ENGINEER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of ENGINEER to fulfill ENGINEER's Agreement obligations. Upon receipt of such notice, ENGINEER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, ENGINEER shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of ENGINEER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, ENGINEER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. ENGINEER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of ENGINEER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of ENGINEER. ENGINEER shall remain liable and responsible for the actions of the subcontractor's agents and employees.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT.** ENGINEER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 12. NO CONTINGENT FEES.** ENGINEER warrants that it has not employed or retained any company or persons other than a bona fide

employee working solely for ENGINEER to solicit or secure this Agreement and that ENGINEER has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 13. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 14. SUBCONTRACTORS.** In the event ENGINEER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, ENGINEER must secure the prior written approval of the COUNTY Project Manager. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, ENGINEER shall remain fully responsible for the services of subcontractors or other professional associates. Any subcontractor charges will be at cost, without any mark up.

**SECTION 15. INDEMNIFICATION OF COUNTY.** ENGINEER agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers,

employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by ENGINEER whether caused by ENGINEER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

#### **SECTION 16. INSURANCE.**

(a) General. ENGINEER shall, at ENGINEER's own cost, procure the insurance required under this Section.

(1) ENGINEER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by ENGINEER, ENGINEER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu

of the statement on the Certificate, ENGINEER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In the event of a claim relating to this Project submitted to the ENGINEER's insurance carrier where coverage is denied by the ENGINEER's insurance carrier, if requested by COUNTY, ENGINEER shall, within thirty (30) days after COUNTY's request, make the applicable insurance policy available for COUNTY review.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by ENGINEER shall relieve ENGINEER of ENGINEER's full responsibility for performance of any obligation including ENGINEER's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and

maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, ENGINEER shall, as soon as ENGINEER has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ENGINEER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, ENGINEER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of ENGINEER, ENGINEER shall, at ENGINEER's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by ENGINEER and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) ENGINEER's insurance shall cover ENGINEER for liability which would be covered by the latest edition of the standard

Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. ENGINEER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractors' employees. The minimum required limits to be provided by both ENGINEER and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) ENGINEER's insurance shall cover ENGINEER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance



Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by ENGINEER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. ENGINEER shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) Coverage. The insurance provided by ENGINEER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of ENGINEER.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve ENGINEER, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

**SECTION 17. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) ENGINEER agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which ENGINEER had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the

parties participating in the mediation.

**SECTION 18. REPRESENTATIVE OF COUNTY AND ENGINEER.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by ENGINEER, shall designate in writing and shall advise ENGINEER in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) ENGINEER shall, at all times during the normal work week, designate or appoint one or more representatives of ENGINEER who are authorized to act on behalf of ENGINEER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 21. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting ENGINEER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. ENGINEER is to be and shall remain an independent ENGINEER with respect to all services performed under this Agreement.

**SECTION 22. EMPLOYEE STATUS.** Persons employed by ENGINEER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**SECTION 23. SERVICES NOT PROVIDED FOR.** No claim for services furnished by ENGINEER not specifically provided for herein shall be honored by COUNTY.

**SECTION 24. PUBLIC RECORDS LAW.** ENGINEER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. ENGINEER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter

119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 25. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Environmental Services Department  
500 W. Lake Mary Boulevard  
Sanford, FL 32773

**For ENGINEER:**

CH2M Hill, Inc.  
225 E. Robinson Street, Suite 505  
Orlando, FL 32803

**SECTION 26. RIGHTS AT LAW RETAINED.** The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

**SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, ENGINEER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and

shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ENGINEER.

**SECTION 28. CONFLICT OF INTEREST.**

(a) ENGINEER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) ENGINEER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of ENGINEER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, ENGINEER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CH2M HILL, INC.

\_\_\_\_\_  
MARGARET B. MCLEAN, Secretary

By: \_\_\_\_\_  
BRENDA VANRAVENSWAAY,  
Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney  
AEC/lpk/sjs  
10/26/09 10/29/09 10/30/09  
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\M-4875-09.docx  
Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule
- Exhibit C - Truth in Negotiations Certificate

EXHIBIT A  
CH2M HILL  
Scope of Services  
Seminole County Regional Water Treatment Facility (SCRWTF) at Yankee Lake  
Services During Construction  
(M-4875-09/DRR)

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## General

This Scope of Services will be performed under the Agreement for Engineering Services (AGREEMENT) between Seminole County (OWNER) and CH2M HILL, Inc. (ENGINEER) M-4875-09/DRR.

The purpose of this Scope is to set forth and authorize engineering and related services for the Services During Construction (SDC) as the Engineer of Record (EOR) for the OWNER's Regional Water Treatment Facility at Yankee Lake.

The tasks to be conducted under this Work Order are as follows:

- |        |                                      |
|--------|--------------------------------------|
| Task 1 | Services During Construction         |
| Task 2 | Onsite Resident Engineering Services |
| Task 3 | Start-Up and Functional Testing      |
| Task 4 | Record Drawings                      |

CH2M HILL will provide Services During Construction (SDC) as defined in this Work Order. SDC is intended to support the OWNER as the Engineer of Record during construction, to provide interpretation of technical documents, assist in clarification and respond to events that occur during construction. SDC is based upon the understanding that the Owner will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction.

A list of assumptions used in preparing the Scope is included as Attachment C. A list of additional services not included in this Scope is included as Attachment D.

## Project Description

The project facilities for the construction will be as described in the Bid Documents dated May 2009, which includes Drawings, Specifications and Standard Details.

### Task 1 – Services During Construction

The purpose of this task is to provide engineering services during construction as defined below.

#### Task 1.a Project Meetings

**Project Meetings:** CH2M HILL will participate in monthly on-site construction status meetings and other meetings when requested by the Third Party Construction Manager (3PCM) and/or Owner.



### **Task 1.b Shop Drawings, Samples and Submittals**

- 1) **Review of Shop Drawings, Samples and Submittals:** CH2M HILL will perform reviews of the Contractor's shop drawings, samples, and other submittals during construction. CH2M HILL's Design Team will review shop drawings, samples and submittals for conformance with the design concepts and general compliance with the requirements of the design documents. Such review shall not relieve the Contractor from his responsibility for performance in accordance with the design documents, nor is such review a guarantee that the Contractor's work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- 2) **Scope of Review:** CH2M HILL's scope of review shall be based upon the scope of work defined by the design documents. The work scope also includes an average of 1.5 submissions by the Contractor for each shop drawing, sample or submission. Should additional reviews be required, CH2M HILL shall be entitled to additional compensation.

### **Task 1.c Requests for Information and Interpretations of Design Documents**

- 1) **Requests for Information:** As the Engineer of Record, CH2M HILL will provide responses to Requests For Information (RFI) generated by the Contractor or 3PCM. To support the preparation of signed/sealed Record Drawings, all changes to the design documents must be traceable to an approved RFI or other document approved by the Engineer of Record.
- 2) **Proposed Substitutions:** In support of the preparation of signed/sealed Record Drawings CH2M HILL will assist the 3PCM in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CH2M HILL will review such requests and will advise the 3PCM as to the technical acceptability of such substitutions.

### **Task 1.d Changes**

**Review of Contractor's Request For Changes:** As the Engineer of Record CH2M HILL will review Contractor requests for changes to confirm that they meet the original design intent. The results of this review will be communicated to the 3PCM. CH2M HILL will evaluate and validate costs for change proposals presented by the Contractor for productivity and material components proposed as value engineering. The 3PCM will participate in these reviews.

### **Task 1.e Factory and On-Site Tests**

As the Engineer of Record, CH2M HILL will witness factory and on-site demonstration testing of the integrated control system.

### **Task 1.f Site Visits**

- 1) As the Engineer of Record CH2M HILL will conduct periodic site visits for inspections and meetings regarding civil, process/mechanical, electrical, structural, plumbing, HVAC, architectural, and I&C areas of the construction project as well as attend the construction progress meetings when requested by the 3PCM).
- 2) In order to produce signed and sealed Record Drawings the Engineer/Architect of Record will periodically visit the site to confirm that the work is being constructed in accordance with the intent of the design documents
- 3) Site visits/inspections will be coordinated with the 3PCM.
- 4) CH2M HILL will also have an engineer on site during the pile driving process to monitor that work and address technical issues as they arise.

### **Task 1.g Permit Requirements**

As the Engineer of Record CH2M HILL will obtain, review, prepare, and submit information to address the requirements of the Florida Department of Environmental Protection (FDEP), Environmental Resource Program (ERP), United States Army Corps of Engineer's (USACE) and United States Fish and Wildlife (USFWS) permits issued for this project during construction. The main tasks of this work will include the following:

- 1) Prepare and implement an Eastern Indigo Snake Protection and Education plan. Response to 1 RAI and attend 1 meeting.
- 2) Manatee Protection training in accordance with the "Standard Manatee Conditions for In-Water Work (July 2005)".
- 3) Restoration Monitoring.
- 4) Preparation of a River Restoration Design and Methodology report.
- 5) Preparation of Monitoring Reports

### **Task 2 –Resident Engineering Services**

#### **Task 2.a Resident Engineer – General**

- 1) Seminole County requires that the Engineer of Record provide signed and sealed Record drawings at the conclusion of construction. The Florida Board of Professional Engineers requires that the Engineer of Record exercise due care in assuring that the drawings that are signed and sealed adequately represent the constructed project, including deviations from the permitted plans. Therefore, CH2M HILL will provide one part time onsite Resident Engineer (RE) who will act as the on-site designee of the Engineer of Record in monitoring the progress and status of the construction.
- 2) The RE will be located in field offices to be provided by the Contractor in accordance with the terms of the contract for construction.
- 3) **Progress Reports:** As needed, the RE will assist the 3PCM with the preparation of weekly and monthly progress reports to the Owner
- 4) **Project Site Meetings:** The RE will attend periodic meetings with the 3PCM and Contractor and, if warranted, will plan and coordinate meetings to address specific design issues.
- 5) **Field Instructions and Orders:** As needed by 3PCM the RE will provide technical recommendations related to the issuance of field orders prepared by the 3PCM.

#### **Task 2.b Resident Engineer – Design Team Coordination**

The RE will be responsible for the following:

- 1) **Serve as the liaison between the 3PCM, the Contractor and the design team:** The RE will be the primary contact between the 3PCM and Contractor and the design team.
- 2) **Site observation:** Review construction operations and deliverables as the designee of the Engineer of Record to support preparation of signed and sealed Record Drawings and final acceptance of the facility by the Owner.
- 3) **Shop Drawings, Samples and Submittals:** The Contractor will submit all shop drawings, samples and submittals to the Seminole County Program Document Controls for logging-in. Document Controls will ensure that shop drawings, samples and submittals are sent to

the appropriate reviewer(s). The RE will also monitor the status of the review and work to ensure that all reviews are completed in a timely fashion.

- 4) **Design Clarifications and Interpretations of Design Documents:** The 3PCM will submit all Requests For Information (RFIs) and material substitution requests to Seminole County Program Document Controls for logging-in. Document Control will ensure that all Requests are submitted to the RE.
- 5) **On-Site Testing:** The RE will coordinate with the design team to ensure that the appropriate personnel are on-site when needed to witness on-site testing or other site activities.
- 6) **Site Visits:** The RE will coordinate site visits by the design team with the 3PCM and Contractor.

#### **Task 2.c Resident Engineer – Changes**

The Resident Engineer will be responsible for the following:

- 1) Assist the 3PCM and Owner with the issuance of changes to the contract for construction by providing appropriate design input.
- 2) Receive and review the Contractor's response to the Request For Change (RFC) proposed by the 3PCM/Owner and will obtain such further information as is necessary to provide a technical evaluation of the Contractor's proposal.
- 3) **Review of Contractor's Requested Changes:** The RE will review all Contractor requested changes to the contract for construction in order to make recommendations to the 3PCM regarding the acceptability from the design perspective of the Contractor's requested change.

#### **Task 2.d Resident Engineer – Record Drawings**

- 1) The RE will periodically check that the Contractor is maintaining an up-to-date set of red-line markups and will bring it to the attention of the 3PCM if there is a discrepancy. He will also maintain his own set of red-line markups that reflects RFIs and other approved design changes. Periodically he will verify the accuracy of the Contractor's markups by comparison with his set of markups. To support the preparation of signed/sealed Record Drawings, all red-lines must be traceable to an approved RFI or other document approved by the Engineer of Record.

#### **Task 2.e Resident Engineer - Field Inspection**

- 1) **Independent Testing, Inspection and Survey Services:** As needed by the 3PCM, the Resident Engineer will review the testing reports, inspection reports, survey documents and other information prepared by the independent firms. CH2M HILL shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.
- 2) **Review of Work:** The 3PCM has the primary responsibility for inspection of all the work performed by the Contractor. The RE will assist the 3PCM with observations of the progress and quality of the work and determine, on a weekly basis, if the work is proceeding in accordance with the intent of the design documents. In performing these observations the RE is acting as the designee of the Engineer of Record.

- 3) **Deficient and Non-conforming Work:** Should the RE discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the design documents or applicable rules and regulations, the RE will bring this to the attention of the 3PCM.
- 4) **Subsurface and Physical Conditions:** Whenever the Contractor notifies the 3PCM of subsurface or physical conditions at the site which are different than that which the contract for construction provides for, the RE, when requested by the 3PCM, will inspect the conditions at the site and advise the 3PCM as to the appropriate action(s), and will assist in responding to the Contractor.

### **Task 3 Start-Up and Functional Testing**

- 1) CH2M HILL will assist the initial startup by providing thirty-three (33) man-days of assistance to the operating personnel assigned during the initial start-up period. Completion of this start-up will be required prior to Substantial Completion being achieved. CH2M HILL will review the Contractor's schedule for start-up testing and provide comments to the 3PCM.

### **Task 4 – Record Drawings**

In accordance with the design documents the Contractor is responsible for maintaining red-line markups that reflect the actual installed design. The Contractor shall provide these mark-ups to the 3PCM. The 3PCM, through the RE, will forward these mark-ups to CH2M HILL for the preparation of Record Drawings. These mark-ups along with the approved RFIs will form the basis for the Record Drawings. The Record Drawings will be signed and sealed.

The record drawings will be provided to the OWNER in electronic format, consistent with the version of CAD used by the OWNER.

### **Safety**

- 1) CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- 2) CH2M HILL will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M HILL will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M HILL staff, or staff of CH2M HILL subcontractors, to unsafe conditions.
- 3) CH2M HILL will notify affected personnel of any site conditions which CH2M HILL observes that may pose an imminent danger.

### **Responsibilities of Owner**

- 1) The OWNER will provide a 3PCM. The 3PCM will be under contract to the OWNER.
- 2) The 3PCM will coordinate materials testing on behalf of the OWNER, as specified in the design documents.

- 3) OWNER will provide to CH2M HILL all data in OWNER's possession relating to CH2M HILL's services on the Project. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.
- 4) OWNER will give prompt notice to CH2M HILL whenever OWNER observes or becomes aware of any development that affects the scope or timing of CH2M HILL's services, or of any defect in the work of CH2M HILL or the Contractor.
- 5) Contractor will provide a field office structure, furniture and computer equipment for CH2M HILL's RE. Monthly utility, telephone, and cleaning charges will be paid by Contractor. The OWNER will make facilities accessible to CH2M HILL.
- 6) Owner will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of its services and will provide labor and safety equipment as required by CH2M HILL for such access. Owner will perform, at no cost to CH2M HILL, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with CH2M HILL's services.
- 7) The Owner will examine information submitted by CH2M HILL and render in writing or otherwise provide decisions in a timely manner.
- 8) The Owner will furnish required information and approvals in a timely manner.
- 9) The Owner will confirm that all County contracts (agreements) with the Contractor and the 3PCM will not interfere with CH2M HILL's ability to perform work in this scope of services and to comply with the terms of this Agreement with the County.
- 10) The Owner will provide CH2M HILL personnel with transportation within the construction site as required for CH2M HILL to fulfill the requirements of this scope of services.
- 11) The Owner will ensure required project document control support is provided as required for CH2M HILL to fulfill the requirements of this scope of services.

## **Schedule**

The estimated schedule for completion of the services described herein is 180 days after acceptance of the constructed project by the Seminole County.

## **Deliverables**

- Electronic copy of all Documents in the Program Document Control Files
- Eastern Indigo Snake protection and Education Plan
- River Restoration Design and Methodology Report
- Monitoring Reports
- Three (3) signed and sealed set of Record Drawings and an electronic PDF copy

## **ACCEPTANCE**

This Scope shall become part of the AGREEMENT upon execution of the AGREEMENT by both parties.

ATTACHMENT A  
CH2M HILL  
al Water Treatment  
ces During Constr  
(M-4875-09/DRR)

[illegible]

**ATTACHMENT B**  
**CH2M HILL**  
**EXPENSE DETAIL**  
**Seminole County Regional Water Treatment Facility at Yankee Lake**  
**Services During Construction**  
**(M-4875-09/DRR)**

TASK	EXPENSE DESCRIPTION	QUANTITY	RATE	EXTENDED	TOTAL
1.a	Project Meetings				
	Car Rental	34	\$ 50.00	\$ 1,700.00	
	Gas	35	\$ 50.00	\$ 1,750.00	
	Mileage	112.36	\$ 0.550	\$ 61.80	
	Tolls	30	\$ 7.00	\$ 210.00	
	Hotel	8	\$ 120.00	\$ 960.00	
	Meals - Breakfast	7	\$ 10.00	\$ 70.00	
	Meals - Lunch	30	\$ 13.00	\$ 390.00	
	Meals - Dinner	10	\$ 27.00	\$ 270.00	
	Task 1a Subtotal				\$ 5,411.80
1.b	Shop Drawings, Samples and Submittals				
	Reproduction				
	8-1/2 x 11 Black & White	9000	\$ 0.10	\$ 900.00	
	Full Size drawings	900	\$ 1.00	\$ 900.00	
	11 x 17 Black & White	5400	\$ 0.20	\$ 1,080.00	
	Postage - Fed-Ex	225	\$ 50.00	\$ 11,250.00	
	Task 1.b Subtotal				\$ 14,130.00
1.e	Factory and On-Site Tests				
	Car Rental	5	\$ 50.00	\$ 250.00	
	Gas	5	\$ 50.00	\$ 250.00	
	Tolls	5	\$ 7.00	\$ 35.00	
	Meals - Lunch	5	\$ 13.00	\$ 65.00	
	Meals - Dinner	3	\$ 13.00	\$ 39.00	
	Task 1.e Subtotal				\$ 639.00
1.f	Site Visits				
	Car Rental	74	\$ 50.00	\$ 3,700.00	
	Gas	74	\$ 50.00	\$ 3,700.00	
	Tolls	74	\$ 7.00	\$ 518.00	
	Hotel	58	\$ 120.00	\$ 6,960.00	
	Meals - Breakfast	57	\$ 10.00	\$ 570.00	
	Meals - Lunch	132	\$ 13.00	\$ 1,716.00	
	Meals - Dinner	57	\$ 27.00	\$ 1,539.00	
	Task 1.f Subtotal				\$ 18,703.00
1.g	Permit Requirements				
	Reproduction				
	8-1/2 x 11 Black & White	2000	\$ 0.10	\$ 200.00	
	Full Size drawings	49	\$ 1.00	\$ 49.00	
	11 x 17 Black & White	1000	\$ 0.20	\$ 200.00	
	11 x 17 Color	500	\$ 1.00	\$ 500.00	
	8-1/2 x 11 Color	500	\$ 0.50	\$ 250.00	
	Car Rental	29	\$ 50.00	\$ 1,450.00	
	Gas	30	\$ 50.00	\$ 1,500.00	
	Mileage	112.36	\$ 0.550	\$ 61.80	
	Tolls	18	\$ 7.00	\$ 126.00	
	Postage - Fed-Ex	10	\$ 50.00	\$ 500.00	
	Meals - Breakfast	5	\$ 10.00	\$ 50.00	
	Meals - Lunch	30	\$ 13.00	\$ 390.00	
	Meals - Dinner	5	\$ 27.00	\$ 135.00	
	Hotel	5	\$ 120.00	\$ 600.00	
	Task 1.g Subtotal				\$ 6,011.80

**EXPENSE DETAIL**  
**Seminole County Regional Water Treatment Facility at Yankee Lake**  
**Services During Construction**  
**(M-4875-09/DRR)**

TASK	EXPENSE DESCRIPTION	QUANTITY	RATE	EXTENDED	TOTAL
3	Start-Up and Functional Testing				
	Car Rental	23	\$ 50.00	\$ 1,150.00	
	Gas	23	\$ 50.00	\$ 1,150.00	
	Mileage	114.6	\$ 0.550	\$ 63.03	
	Tolls	23	\$ 7.00	\$ 161.00	
	Hotel	9	\$ 120.00	\$ 1,080.00	
	Meals - Breakfast	8	\$ 10.00	\$ 80.00	
	Meals - Lunch	24	\$ 13.00	\$ 312.00	
	Meals - Dinner	8	\$ 27.00	\$ 216.00	
	Task 3 Subtotal				\$ 4,212.03
4	Record Drawings				
	Reproduction				
	8-1/2 x 11 Black & White	10000	\$ 0.10	\$ 1,000.00	
	Full Size drawings	4000	\$ 1.00	\$ 4,000.00	
	11 x 17 Black & White	6000	\$ 0.20	\$ 1,200.00	
	11 x 17 Color	50	\$ 1.00	\$ 50.00	
	8-1/2 x 11 Color	100	\$ 0.50	\$ 50.00	
	Task 4 Subtotal				\$ 6,300.00
	EXPENSE TOTAL				\$ 55,407.63



## Attachment C

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### LIST OF ASSUMPTIONS

The following assumptions were used when determining the compensation to CH2M HILL. These assumptions are presented to clarify the Scope of Services.

1. Based on a response provided to a Bidder question the construction period from notice to proceed to substantial completion of Construction will last 730 calendar days. Final completion of Construction will occur 60 days after substantial completion.
2. The project will be constructed under one general contract for construction.
3. Based on specification Section 01500 of the Design Documents the Contractor will provide a field office structure(s), and furniture for use by the CH2M HILL Resident Engineer. Monthly utility, internet access, telephone and cleaning charges will be paid by the Contractor.
4. The Project Manager (PM) for the SDC work and the Resident Engineer will attend the Pre-Construction meeting with the Contractor.
5. Monthly construction progress meetings will be attended by the CH2M HILL PM and the Resident Engineer. Sixteen hours per month has been allocated for the PM to attend this meeting and other site meetings as required.
6. Twenty-six (26) construction schedules and updates will be reviewed.
7. Three hundred fifteen (315) original submittals and one hundred fifty-seven (157) re-submittals will be reviewed. This includes shop drawings, O&M submittals and samples.
8. Four-hundred ninety-five (495) Requests for Interpretation/ Clarification will be reviewed and responded to. To support the preparation of signed/sealed Record Drawings, all changes to the design documents must be documented on an RFI or other document that will be approved by the Engineer of Record.
9. In order to support the preparation of signed/sealed Record Drawings CH2M HILL will review Contractor requests for changes for compatibility with the original design intent. The 3PCM is responsible for reviewing and confirming the validity of the cost of Contractor requests for change. The 3PCM will be responsible for negotiating change order requests.
10. One on-site and one factory instrumentation and control demonstration test will be witnessed for a total of ten days including travel time. All travel expenses will be paid by the 3PCM.
11. The only factory performance tests that CH2M HILL will observe will be the Integrated Control System tests (part of item 10 above).
12. Forty-five (45) days (including travel time) have been included for periodic field inspection trips by the design engineers. Some of these trips will be one day trips and others will be two day trips.
13. CH2M HILL will provide one part-time Resident Engineer for a average of 24 hours per week for a period of 24 months. The additional estimated hours, for the 24 month period,

is calculated at 10 percent of this value. A total of 2,746 hours have been allocated for Resident Engineer support.

14. CH2M HILL will provide a total of thirty-three (33) man-days of start-up assistance.
15. CH2M HILL will NOT prepare a Plan of Operations for startup and operation of the project.
16. CH2M HILL's SDC is based upon the schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of SDC and CH2M HILL's compensation for SDC, and will require an adjustment to CH2M HILL's compensation.
17. CH2M HILL will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall CH2M HILL be responsible for the Contractor's failure to perform in accordance with the design documents
18. CH2M HILL does not guarantee the performance of the Contractor. CH2M HILL's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and CH2M HILL shall not assume liability in any respect for the actual construction of the project.
19. CH2M HILL is not responsible for health or safety precautions of construction workers, the 3PCM or the Owner. CH2M HILL is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
1. CH2M HILL will prepare approximately 275 Record Drawings based on mark-ups from the Contractor. Additional engineering review will be required to support the County's requirement to sign/seal the drawings. The signed/sealed drawings will have the following stamp: THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED BY OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT LOCATION, TYPE OF COMPONENT NOR MANNER OF CONSTRUCTION. THE ENGINEER/ARCHITECT WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THE RECORD DRAWINGS.

## Attachment D

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### ADDITIONAL SERVICES

The following services will be provided by CH2M HILL upon authorization of the Owner and agreement on compensation to CH2M HILL.

1. Services related to procurement or management of Third Party contractors.
2. Performance of materials testing, specialty testing and surveying services.
3. Services necessary due to the default of the Contractor.
4. Services related to damages caused by fire, flood, earthquake or other acts of God.
5. Services related to the Owner's operation and use of the completed project other than as specifically provided in the above scope of work.
6. Design and engineering services to prepare drawings, specifications and other information required to support issuing changes to the design documents to the Contractor.
7. Witnessing factory testing other than the integrated control system testing identified in Task 1.e.
8. Services related to closing out the contract for construction and commencement of the Owner's use of the completed work. This includes, but is not limited to substantial completion and final completion inspections.
9. Services related to claims submitted by the Contractor or disputes between the Contractor and 3PCM. This may include services for the preparation of detailed reports on contractor claims; provision of professional claims analysis services; participation in judicial or alternative dispute resolution of claims, preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
10. Preparation of detailed control narratives that are intended for use as input to the overall project O&M Manual that is being assembled by the 3PCM.
11. Services related to warranty claims, enforcement and inspection beyond that specified in this task order and as clarified by Attachment A.
12. Services supporting the Owner in public relations activities.
13. Services for review and/or preparation of Owner or Contractor proposed changes to the project beyond that specified in this Scope.
14. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.
15. Performing periodic labor evaluations and processing prevailing wage documentation.
16. Miscellaneous and supplemental services related to the project as requested by the Owner
17. Any other services designated in this scope of services as additional services.
18. Inspection services other than those provided by design engineers during periodic visits to the site.

**EXHIBIT B**  
**CH2M HILL**  
**Seminole County Regional Water Treatment Facility at Yankee Lake**  
**Services During Construction**  
**(M-4875-09/DRR)**

**LABOR RATE SCHEDULE**

<b>Labor Classification</b>	<b>Personnel (Note 1)</b>	<b>2009/2010 Raw Rate</b>	<b>Multiplier</b>	<b>2009/2010 Billing Rate</b>
Principal Engineer	Edward Prestemon	72.94	2.90	211.53
	James Bays			
Chief Engineer	Dean Garcia	56.28	2.90	163.21
	Marc Goslow			
	Walter Ogburn			
	Thomas Ridgik			
Sr. Professional Engineer/Scientist/ Consultant	Timothy Dodge	46.52	2.90	134.91
	Martha Klein			
	Charles Kohler			
	Delayne Lang			
	Yvonne Picard			
	Rosanne Prager			
	Monrad Thue			
	Beth Trautwein			
Professional Engineer/Scientist/Consultant	Steven Eakin	40.62	2.90	117.80
	Michael Landrum			
	Adam Dolsak			
Project Engineer/Scientist/Consultant	Cassandra Anderson	36.48	2.90	105.79
	Hector Casablanca			
	Larry Gunn			
	Anthony Malone			
Engineer/Scientist/Consultant	Norman Anderson	28.87	2.90	83.72
	Shane Mandrell			
	Jessica Pappas			
Senior Technician	Mark Bradley	35.83	2.90	103.91
	Christel Childress			
	Ronald Dupree			
	Tim Loose			
	William Shannon			
Project Accountant	Michelle Hawkins	26.84	2.90	77.84
Office Clerical	Sherry Nobles	23.39	2.90	67.83

Note 1: Any changes to this personnel list shall be approved in writing by the County Project Manager (PM).  
Personnel added shall meet the qualifications of the labor category as approved by the PM.

## EXHIBIT C

### "Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of Miscellaneous agreement M-4875-09/DOR\* are accurate, complete, and current as of October 29, 2009 (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm: CH2M HILL

Signature: 

Name: Brenda Van Ravenswaay

Title: Vice President

Date of execution\*\*\*: October 29, 2009

\* Identify by the emergency draft agreement with scope.

\*\* Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that are as close as practicable to the date of agreement on compensation.

\*\*\* Insert the day, month, and year of signing.

(End of certificate)

**SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION  
EMERGENCY PURCHASE DATA SHEET**

Date Requested: 10/23/09

Requisition No.: M-4875-09

Department/Division: Environmental Services/ Planning, Engineering & Inspections

Describe the Emergency (Please attach additional information as appropriate):

Engineer of Record services is being requested for the construction phase of the Seminole County Regional Water Treatment Facility at Yankee Lake. CH2M Hill performed the engineering design for the preliminary and final bid packages. The award of the construction contract CC-4623-09/DRR is scheduled for November 10, 2009. The contractor has stipulated the bid price expiration date to be December 11, 2009. As the Engineer of Record responsible for signing and sealing the record drawings, CH2M Hill will be the "responsible charge", as defined by Florida Administrative Code 61G15-18.011, for questions/clarifications/approval of selections in validation and certification of the EOR's design. Examples of questions/clarifications to be answered by the EOR could relate to criteria for design, applicable codes and standards, methods of analysis, selection of materials and systems, economics of alternate solutions, and environmental considerations. The EOR Scope of Services during construction is attached.

Does the emergency fit the definition as described in Section 220.4 (bb)? Yes ☒ No ☐

*See attached email correspondence from Purchasing & CAO*

Describe the harm / impact of the emergency: *Major Financial Impacts (see attached memorandum dated 10-23-09)*

**Approval from the Department Requesting Emergency:**

Requesting Division Manager Signature: *J. Dammert*

Requesting Department Director Signature: *Andrew Hubert*

**Valid Public Emergency Certified by the Agency Head required by F.S. 287.055 3a(1):**

Agency Head Signature: *Joseph Ford*

Date: 10/28/09

**Purchasing and Contracts Division Approval:**

Purchasing Review: *Deane Reed*

Date: 10-29-09

Agenda Item scheduled Date: 11-10-09 Amount of Contract: \$                     

Contract/Purchase Order Number: M-4875-09



**SEMINOLE COUNTY**

**Environmental Services Department**  
**Planning, Engineering & Inspections Division**  
500 W. Lake Mary Boulevard  
Sanford, FL 32773  
Phone: (407) 665-2024  
FAX: (407) 665-2029

**MEMORANDUM**

**DATE:** October 23, 2009

**SUBJECT: Emergency Purchasing Data sheet: Impacts**

If the award of the EOR Agreement to CH2MHill isn't contemporaneous with the award of the construction contract, the County will risk for the following financial loss:

Impact	Financial Loss
Recreate survey, engineered plans, and specifications for "responsible charge" EOR , per Florida Administrative Code 61G15-18.011.	\$3,465,651.52
Resubmission of Permits with new engineered drawings(FDEP ERP, SJRWMD CUP, Army CORP, Fish & Wild Life, Historical Society, Coast Guard, Seminole County Planning and Building Dept) . All of the listed permits were approved based upon the signed & sealed engineered drawings submitted with the application.	\$2,406,746.92
Unable to meet contract deadline (Jan 31, 2011) for completion and risk the forfeiture of \$7.5 million SJRWMD cost sharing grant.	\$7,530,000.00
Rebid construction contract with new engineered plans & specifications (Current bid contains \$10 million savings from favorable bid environment).	\$10,000,000.00
	<b>\$23,402,398.44</b>

**Hunter, Carol**

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**From:** Hooper, Ray  
**Sent:** Tuesday, October 20, 2009 3:21 PM  
**To:** Hunter, Carol  
**Subject:** FW: Draft of the CH2MHill negotiation letter

**Sec. 220.41 Emergency procurements.**

In case of any emergency the County Manager or Deputy County Manager or Purchasing Manager, with the concurrence of the County Chairman or Vice Chairman in the Chairman's absence, may authorize emergency purchases in the amounts as authorized by the Board in the Seminole County Administrative Code. The County Manager and Purchasing Manager may make or authorize emergency purchases without the concurrence of the County Chairman or Vice-Chairman in amounts as authorized by the Board in the Seminole County Administrative Code and Department Directors may make or authorize emergency purchases in amounts as authorized by the Board of County Commissioners in the Seminole County Administrative Code. An emergency occurs when certain conditions might adversely affect the life, health, safety and welfare of County employees or its citizens, or when County property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address non-compliance with Florida Statutes or other regulatory laws and permits, or situations which may cause major financial impact to the County should immediate action not be taken.

It shall be the responsibility of all authorized personnel to ensure the emergency purchases are done in accordance with the Seminole County Code, the Seminole County Administrative Code and the Internal Procedures of Purchasing and Contracting. Departmental officials shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent the regular established purchasing procedure. Those delegated the authority to issue emergency purchases are also authorized to waive the bid process within their authority level in the event of an emergency. A report listing all emergency purchases exceeding the mandatory bid limit shall be submitted to the Board at the next regularly scheduled Board meeting. (§ 26, Ord. No. 76-15, 6-29-76; ~ 27, Ord. No. 78-26, 10-24-78; § 3.6, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

(bb) **Emergency Purchase:** A procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the County and/or its citizens when County property or equipment is endangered or when it is necessary to maintain or restore vital services to prevent non-compliance with Florida Statutes, regulatory laws or permits or to remedy situations which have the potential to cause major financial impact to the County should immediate action not be taken. The affected Department Director, the Purchasing Manager and the County Manager may declare an emergency under this Section, based on their level of authority as defined in the Seminole County Administrative Code. Lack of planning, or funding surpluses, do not justify emergency purchases.

Ray Hooper, CPCM  
Purchasing and Contracts Manager  
Administrative Service Department, Purchasing and Contracts Division  
200 West County Home Road, Sanford, FL. 32773-6189  
Email: rhooper@seminolecountyfl.gov  
Website: www.seminolecountyfl.gov/purchasing

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**From:** Colby, Ann  
**Sent:** Tuesday, October 20, 2009 3:17 PM  
**To:** Hooper, Ray  
**Cc:** Hunter, Carol  
**Subject:** RE: Draft of the CH2MHill negotiation letter

**The legal authority that governs our emergency procurements is Section 220.41, Seminole County Code.**

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**From:** Hooper, Ray  
**Sent:** Tuesday, October 20, 2009 3:03 PM  
**To:** Colby, Ann



**Cc:** Hunter, Carol  
**Subject:** FW: Draft of the CH2MHill negotiation letter

Ann, at this morning's meeting there was mention of using financial harm as one of the supporting arguments for the emergency under CCNA. Can you provide any reference to Carol for using financial harm impact as support justification? Thanks. Ray

Ray Hooper, CPCM  
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**From:** Hunter, Carol  
**Sent:** Tuesday, October 20, 2009 2:24 PM  
**To:** Hooper, Ray  
**Cc:** Neff, Andrew; Westrick, Dennis  
**Subject:** RE: Draft of the CH2MHill negotiation letter

Could you ask Ann what she referred to? I would like to include it in this section (Describe the harm / impact of the emergency) of the emergency form.

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**From:** Hooper, Ray  
**Sent:** Tuesday, October 20, 2009 1:59 PM  
**To:** Hunter, Carol  
**Cc:** Neff, Andrew; Westrick, Dennis  
**Subject:** RE: Draft of the CH2MHill negotiation letter

Carol, I did not receive any documentation or reference material regarding financial hardship.. CCNA states:

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

Please ask Ann. Thanks. Ray

Ray Hooper, CPCM  
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**From:** Hunter, Carol  
**Sent:** Tuesday, October 20, 2009 1:53 PM  
**To:** Hooper, Ray

**Cc:** Neff, Andrew; Westrick, Dennis  
**Subject:** RE: Draft of the CH2MHill negotiation letter

Thank you. Do you have the FL statue section that Ann Colby was referring to regarding "financial hardship".

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**From:** Hooper, Ray  
**Sent:** Tuesday, October 20, 2009 1:51 PM  
**To:** Hunter, Carol  
**Cc:** Neff, Andrew; Westrick, Dennis  
**Subject:** RE: Draft of the CH2MHill negotiation letter

Carol, attached is the form. Ray  
Ray Hooper, CPCM  
Purchasing and Contracts Manager  
Administrative Service Department, Purchasing and Contracts Division  
200 West County Home Road, Sanford, FL. 32773-6189  
EMail: rhooper@seminolecountyfl.gov  
Website: www.seminolecountyfl.gov/purchasing

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**From:** Hunter, Carol  
**Sent:** Tuesday, October 20, 2009 1:47 PM  
**To:** Hooper, Ray  
**Cc:** Neff, Andrew; Westrick, Dennis  
**Subject:** RE: Draft of the CH2MHill negotiation letter

Ray,

Please send the Emergency Form in word format.

Thanks

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**From:** Hooper, Ray  
**Sent:** Tuesday, October 20, 2009 12:23 PM  
**To:** Hunter, Carol; Neff, Andrew; Colby, Ann; Minter, Matthew; Raymond, Frank; Westrick, Dennis; Forte, Joseph  
**Cc:** Hunter, Bob; Reed, Diane  
**Subject:** Draft of the CH2MHill negotiation letter

Attached is the draft of the proposed letter to be sent to Drew (CH2MHill). Please provide me your comments NLT 1:30PM today. Also, attached is a copy of the Emergency Data sheet that the Department will need to complete. Please take time in providing all the justification and documentations to support this emergency purchase. Thanks. Ray

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**SEMINOLE COUNTY**

***Environmental Services Department  
Planning, Engineering & Inspections Division***  
500 W. Lake Mary Boulevard  
Sanford, FL 32773  
Phone: (407) 665-2024  
FAX: (407) 665-2029

**MEMORANDUM**

**TO:** Andy Neff  
Dennis Westrick

**FROM:** Carol Hunter

**DATE:** October 21, 2009

**SUBJECT: EOR Services for Yankee Lake Surface Water Plant**

On October 20, 2009 at 10:15 am a meeting was held to discuss the status and path forward for contracting Engineer of Record services during the construction phase of the Seminole County Regional Water Treatment Facility at Yankee Lake. The attendees included (outlook invite attached):

Bruce McMenemy  
Chairman Bob Dallari  
Joe Forte  
Matthew Minter  
Ann Colby  
Ray Hooper  
Andy Neff  
Dennis Westrick  
Carol Hunter

The discussion topics were provided by County Attorney Office (CAO) and are attached. The recommend contracting vehicle and path forward was provided by the Purchasing Manager and CAO. It was resolved that the Purchasing Manager would contact the consultant (CH2M) to inform them of the negotiation process and the Environmental Services Department representatives were directed to populate the Emergency Purchasing Data Form. Mr. McMenemy clarified to the group that he would not be a part of the negotiation process. Chairman Dallari reminded the attendees of their obligation to adhere and comply with all rules and regulations. Chairman Dallari also questioned from the group if they foresee other potential issues. None replied. Meeting adjourned at 10:40 am.

## **Hunter, Carol**

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**Subject:** Agenda Review & Update on Oncor contract  
**Location:** Attorney conference room (old purchasing conference room)  
**Start:** Tue 10/20/2009 10:15 AM  
**End:** Tue 10/20/2009 11:30 AM  
**Recurrence:** (none)  
**Meeting Status:** Accepted  
**Required Attendees:** Forte, Joseph; Neff, Andrew; Hunter, Carol; Minter, Matthew; Hooper, Ray;  
bmcmnenem@seminoleclerk.org

**When:** Tuesday, October 20, 2009 10:15 AM-11:30 AM (GMT-05:00) Eastern Time (US & Canada).  
**Where:** Attorney conference room (old purchasing conference room)

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October 20, 2009 Discussion concerning Engineer of Record Services related to Yankee Lake.

1. The Master Agreement w/ CH2 does not apply. This will not be a "work order" under the CH2 Master Agreement, as these services are beyond the scope of the Master Agreement.
2. This will be a stand-alone agreement. It appears that due to the fact that Encor, the construction contractor, will only hold its bid through <sup>Dec</sup> November, there is a financial emergency to award a stand alone agreement for the EoR Services, to avoid loss of a favorable bid (if we have to re-bid, the prices may go up by millions).
3. The emergency is authorized pursuant to 287.055(3)(a)1 "except in cases of valid public emergencies certified by the agency head."
4. Notwithstanding a declaration of emergency, 287.055(5) requires "competitive negotiation." The agency must negotiate a contract . . . at compensation which the agency determines is **fair, competitive and reasonable**. In making this determination, the agency shall conduct a detailed analysis of the cost of the professional services required.